PROTEL TECHNOLOGY INC.
LICENSE AGREEMENT

Introduction

It is important for Users of PROTEL software to take time to read this License Agreement associated with this software PRIOR TO ITS USE.

The End User has paid a License fee to use the PROTEL software on one computer. This License does not extend to any copyrights to the program nor does it License use of the program on more than one computer nor to make copies of the program for distribution or resale.

A software registration card is located in the front of this binder with the program diskettes. Please complete the card within 10 days of receipt of the software and return it to PROTEL TECHNOLOGY INC, hereafter in this License Agreement, PROTEL. Registration is required for warranty service and notification of software updates and revisions. This is particularly important if the program was purchased through a distributor or dealer - Why not take a moment right now and complete the card

License Agreement

The End User is granted a non-exclusive License to use the Licensed program on a single computer subject to the terms and conditions as set forth in this agreement.

The End User may not copy, modify or transfer the reference manual or other documentation or any copy thereof except as expressly provided in this agreement.

The copyright and all intellectual / industrial rights of this program and associated material remain the property of PROTEL TECHNOLOGY PTY LTD.

The End User may copy the program only for back-up purposes in support of their use of the Licensed program on a single computer. In this event the User must reproduce and include the copyright notice on the back-up copy of the program diskette.

THE END USER MAY NOT USE, COPY, SUBLICENSE, ASSIGN OR TRANSFER THE LICENSED MATERIALS OR ANY COPIES THEREOF

IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT. The End User shall not reverse assemble or reverse compile the Licensed product or any copy thereof in whole or in part.

Upgrades and Revisions

At its sole option and discretion, PROTEL may from time to time make available for licensing to the End User, in consideration for the payment of an additional fee specified by PROTEL, future updated versions of the Licensed product. Also, at its sole discretion, PROTEL may from time to time make available for licensing to End Users, free of charge, revisions to the Licensed product.

An upgrade to the product will include new features together with minor corrections to the product. A revision will include only corrections to the software or product that cause operating failures.

Fees for any such upgrades or revisions will not necessarily include the additional cost of changes to any hardware protection device(s). Changes to these program protection devices may involve an additional fee to the End User.

Ownership and Copyright

The End User acknowledges that PROTEL TECHNOLOGY INC, a Nevada Corporation, or its authorized dealer is to provide the License hereunder. The End User does not acquire any title to or ownership of the Licensed product, Licensed Materials or copies thereof Pursuant to this License Agreement. This License Agreement constitutes merely a license to use the Licensed Product, Licensed Materials and copies thereof and does not constitute any sale of the Licensed Product, Licensed materials or copies thereof.

If the End User causes or permits any person to make or develop any modification, adaptation or improvement to the Licensed Product or Licensed Materials, all intellectual property rights and all other right, title and interest in all or any portion of the Licensed Product and Licensed Materials, and any such modification, adaptation or improvement, shall remain in PROTEL or any entity through or from which PROTEL derives its rights in respect of the Licensed Product and the Licensed Materials.

Termination

The License shall be automatically terminated without notice to the End User if the End User fails to comply with any term or condition of this License Agreement. Upon any termination of the License, the End User shall destroy the Licensed Product and Licensed materials, including any modifications or portions of the Licensed Product that are merged into any other computer program, and all copies thereof that are in its possession or control, and provide to PROTEL or its Dealer a certificate, satisfactory to the Dealer and to PROTEL, as to form and effect, that all copies of the Licensed Product and Licensed materials in the End User's possession or control have been so destroyed. Should the End User duplicate, modify or change the mode of operation in any way of the Program Protection Device supplied with each program, PROTEL reserves the right to terminate this license.

Limited Warranty

PROTEL warrants for a period of ninety (90) days following the date of delivery that the diskette(s) on which the Licensed Product is furnished will be free from defects in materials and workmanship under normal use. If during the Warranty Period a defect in a diskette should occur, the End User's sole and exclusive remedy shall be to return the diskette to PROTEL or to PROTEL's authorized Dealer (from whom the License was acquired) for replacement without charge.

PROTEL also warrants during the Warranty Period that the Licensed Product will execute its programming instructions when properly installed on a Designated Machine operating within the environmental conditions specified in the PROTEL manual. In the event that the Licensed Product fails to execute its programming instructions during the Warranty Period, the End User's sole and exclusive remedy shall be (a) PROTEL or the Dealer's replacement of the Licensed Product without charge, or (b) PROTEL or the Dealer's refund to the End User of all amounts paid pursuant to this License Agreement by the End User if PROTEL or the Dealer is unable within a reasonable time after receiving the defective Licensed Product from the End User to provide the End User with a replacement for the Licensed Product that will execute its programming instructions when properly installed on a Designated Machine. Upon any such refund, the License shall be terminated and the provisions of the preceding Section of this Agreement shall apply.

This Warranty does not apply to faults caused by physical damage to the diskette or to corruption of the program(s) caused by electronic or electrical interference.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PROTEL NOR THE DEALER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PRODUCT WILL MEET THE END USER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. THE END USER HEREBY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE LICENSED PRODUCT TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND END RESULTS OBTAINED FROM THE LICENSED PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVE THE END USER SPECIFIC LEGAL RIGHTS AND OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

The End User acknowledges that no promise, representation or warranty or undertaking has been made or given by the Dealer or by any other person in relation to the profitability or any other consequences or benefits to be obtained from the delivery or use of the Licensed Product or as to their merchantability or fitness for any purpose or purposes and the End User has relied upon its own skill and judgement in deciding to use the Licensed Product.

Should End User in any way modify the Licensed Product,neither PROTEL nor the Dealer will be responsible for the performance of such modifications, or for the compatibility of such modified product with any equipment, future releases, enhancements, tests, diagnostics or engineering change orders.

Limitations of Liability

PROTEL's total liability arising out of this License Agreement shall be limited to the total fees payable by the End User at the time of purchase of the License Agreement. UNDER NO CIRCUMSTANCES SHALL PRO-

TEL BE LIABLE TO THE END USER FOR LOSS OF PROFIT OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR INJURIES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SUPPLY OR USE OF, OR INABILITY TO USE, THE LICENSED PRODUCT OR ANY FAILURE BY DEALER TO PERFORM ANY OBLIGATION OR OBSERVE ANY TERMS OF THIS LICENSE AGREEMENT, EVEN IF THE DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR INJURIES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

Third Party Beneficiary

The End User agrees that the terms and conditions of this License Agreement, including any limitation of liability, and the undertakings of the End User to perform or not to perform certain acts pursuant to this License Agreement are in part for the benefit of PROTEL TECHNOLOGY INC, and any other entity through or from which PROTEL derives its rights in respect of the Licensed Product and the Licensed Materials, and that PROTEL or any such other entity shall have the right to enforce such terms and conditions and the performance of such undertakings directly against the End User.

Governing Law

This License Agreement shall be governed by and be construed in accordance with the laws of the State of California, other than those provisions of California law governing conflicts of laws, and shall inure to the benefit of and be binding upon the Dealer, the End User and each of their respective successors, administrators, heirs and assigns.

Acknowledgement

By signing and returning the attached Registration Card, THE END USER ACKNOWLEDGES IT HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.; THE END USER ALSO UNDERSTANDS THAT THIS LICENSE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER SUCH COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LICENSE AGREEMENT.

Returns/Replacement Policy

PROTEL will replace defective diskettes, documentation or hardware keys for up to ninety (90) days from the time of delivery. The replacement materials will be supplied at no charge, providing it is verified to be defective through no fault of the End User.

To qualify for replacement products it is necessary for End Users to return the faulty diskette, documentation, or hardware key with full details of the Licensee's name and license number, etc, plus a full and detailed description of the problem being experienced.

The End User must obtain prior approval and a Return of Goods Authorization Number from PROTEL before returning any products to PROTEL.

When returning goods with an authorization number, transportation, insurance and all other charges shall be paid by the End User. Transportation, insurance, duty and all other charges involved in returning the product to the End User shall be born by the End User. Unless otherwise stated PROTEL will return the product by the same professional carrier.

We suggest that you use the following checklist as a guide to the information which we will require to process a guarantee, or warranty or non-warranty claim.

Checklist for Returning Defective Software and Hardware

1. Obtain a Return of Goods Authorization number.
2. User name/address/country/telephone number
3. License number
4. Date shipped
5. Name of distributor or dealer and Date of Purchase
6. Acknowledge if the program is out of warranty
7. List the details of the problem with the software/hardware